

THE DAVID A. & EDNA C. YORK REVOCABLE TRUST

This JOINT LIVING TRUST agreement is made this 12th day of December, 1997, by, DAVID A. YORK and EDNA C. YORK hereinafter referred to as the husband grantor and the wife grantor, respectively, or collectively as grantors, and DAVID A. YORK and EDNA C. YORK, hereinafter referred to as the trustee or trustees. When the words trustee or trustees appear in this trust agreement they shall refer to the then acting trustee or trustees whether they be the initial trustee or successor trustee unless otherwise specifically stated.

STATES - 01-01-00.

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ARTICLE I

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Name of the Trust.

The name of this trust is THE DAVID A. & EDNA C. YORK REVOCABLE TRUST dated December 12, 1997, DAVID A. YORK and EDNA C. YORK, Trustees, or their successors in trust, and any amendments thereto.

ARTICLE II

Transfer of Property to Trust.

The grantors hereby assign, transfer, and deliver to the trustees the property described in Exhibit "A" attached hereto. In addition, the grantors

and any other person may from time to time assign, transfer, and deliver property and property interests of all kinds to the trustees. The trustees hereby acknowledge receipt of such property and agree to hold the same in trust and to manage and dispose of the same in accordance with the provisions of this trust agreement. Any separate property of a grantor which is or becomes trust property shall remain the separate property of that grantor and that grantor shall have the unrestricted right to remove all or part of his or her separate trust property at any time. Any property which is not the separate property of a grantor which becomes trust property shall retain the same character, including the relative ownership interests that each grantor has in same, that such property had before its transfer to this trust, except that any right of survivorship existing between the grantors is hereby expressly extinguished so that the disposition of such property at the death of a grantor is controlled by the terms of this trust agreement.

ARTICLE III

Trust Administration During Lifetime of Grantors

Commencing as of the date of this instrument and during our lives, the Trustee shall administer the trust principal and any net income thereof as follows:

A. While the grantors both are living, they shall have the following rights and the trustee shall have the following duties: (1) the trustee shall distribute or retain the income and/or principal of the trust as the grantors together may direct from time to time, except that an individual grantor may

direct the trustee to distribute or retain the income and/or principal of that grantor's separate trust estate as that grantor may direct from time to time. Absent directions from the grantors, the trustees shall distribute the net income of the trust to the grantors at least quarterly. (2) the grantors may add to the trust property at any time and, individually, a grantor shall have the power to remove his or her separate trust property, in whole or in part, from the trust at any time, and the grantors together have the power to remove any other trust property; (3) the grantors have the absolute right to amend or revoke the trust, in whole or in part, at any time. Any amendment or revocation must be in writing, signed by both grantors, and delivered to the trustees. This right to amend or revoke is personal to the grantors and may not be exercised by an attorney-in-fact, guardian, conservator, or other personal representative of the either grantor, nor shall such right be diminished or revoked upon the disability of either grantor. After the death of one grantor, this trust agreement shall not be subject to amendment or revocation.

B. We specifically reserve the right to voluntarily relinquish, jointly or individually, the position of Trustee, as evidenced by signed written instrument, and to allow the Successor Trustee named hereafter to assume the position of Trustee. If we both relinquish the position of Trustee, then our Alternate Successor Trustee shall assume the position as Trustee.

C. In the event that either or both of the grantors is determined to be incapacitated pursuant to paragraph D below, the trustee shall apply the income and principal of the trust as follows: Distribute the income and so much of the principal as the trustee deems advisable, of the disabled grantor's

separate trust estate and his or her share of the rest of the trust estate, if any, for the health, support, maintenance and general welfare of the disabled grantor(s). After giving primary consideration to the needs of the disabled grantor(s), the trustee shall apply any remaining income and so much of the principal of the trust as the trustee deems advisable, for the support and maintenance of the other grantor and any children or other descendants of either grantor who is dependent on either of the grantors for support and maintenance.

The trustee shall be authorized to make gifts, in any amount, of any of a grantor's trust property, to any individuals, or to organizations described in Sections 170 (c) and 2522 (a) of the Internal Revenue Code or corresponding future provisions of the federal tax law, or both, in accordance with, and only in accordance with, such grantor's *personal history* of making or joining in the making of lifetime gifts.

D. The decision as to whether either of us at any time or from time to time is (i) disabled for purposes of paragraph C of this Article, or (ii) unable to act as Trustee, in each case because advanced age, illness, or other cause has impaired the ability to transact ordinary business, shall be made by the party named as Successor Trustee with the concurring opinion of two licensed physicians who have examined or treated that person within the prior three months. A refusal to submit to examination or examinations shall be deemed per se to constitute incapacity. During any period in which either of us is determined to be disabled hereunder, that person may be removed as Trustee, or prohibited from making distributions pursuant to this Article, by written instrument signed by the party named as Successor Trustee and those

physicians. The party so named as Successor Trustee shall thereupon immediately assume the position of such and shall have full right and duty to make distributions of income and principal to us in exactly the same manner reserved and specified in this Article, and shall be vested with all rights, powers, authority, privileges, and immunities of the Trustee. No judicial determination of incapacity shall be required and the successor trustee shall incur no liability to any person or entity for undertaking the trust management or for making distributions to or for the benefit of Grantors upon such determination of a Grantor's incapacity.

If the disabled Grantor should later advise the Successor Trustee that, in his/her opinion, he/she has regained his/her capacity and wishes to serve again as Trustee, the said Successor Trustee shall then request the physicians who rendered the initial opinion to re-examine that Grantor for this purpose. The decision of such examining physicians shall be conclusive and the Successor Trustee may totally rely upon it with no liability for having done so. If the Successor Trustee shall serve in such capacity only temporarily, this has and will have no effect upon the Successor Trustee's serving again upon the subsequent incapacity or death of a Grantor. Since it may be perceived that the said Successor Trustee would have a conflict of interest in assisting or determining the incapacity of a Grantor, each Grantor hereby declares that, even if such conflict may exist, it is each Grantor's wish that this arrangement be carried out and that the said Successor Trustee be held harmless from any liability or criticism for having acted as requested or contemplated herein.

In the event that any life insurance policies on the life of either Grantor shall at any time comprise a part of the trust estate, the Trustee, as Trustee decides, may withhold from distribution to either Grantor a portion of the net income sufficient for the payment of the net premiums payable thereon and may effect payment thereof.

ARTICLE IV

Payment of Debts and Taxes

The trustees shall be authorized to pay any debts, funeral expenses and expenses incurred in the administration of the estate of either grantor including any taxes occasioned by the death of either grantor. The trustees are also authorized to purchase for the trust any property, real, personal, or mixed, tangible or intangible, and wherever situated, belonging to the estate of either grantor or to make loans or advancements, secured or unsecured, to the executor of the estate of either grantor in order to provide funds with which to pay claims, taxes, administration expenses, or other indebtedness of the estate of either grantor. All of said expenditures shall be paid without apportionment and without reimbursement from any person. The trustees shall have the authority to exercise any available elections with regard to state or federal income, inheritance, estate, succession, or gift tax law and shall have the authority to sign all required returns in connection with same.

ARTICLE V

Distribution of Tangible Personal Property.

At the death of a grantor, the trustee shall distribute any furniture, furnishings, jewelry, wearing apparel, vehicles, tools, collections, or other tangible personal property belonging to the deceased grantor, in accordance with any latest memorandum written, dated and signed by the deceased grantor disposing of such tangible personal property. Any of such tangible personal property which is not disposed of in such memorandum, shall be distributed at the grantor's death to the surviving grantor, if living, and if not living then according to the following provisions of this trust agreement.

ARTICLE VI

Administration of Trust at First Death

Upon the death of the first grantor to die survived by the other grantor, the trustee shall administer the trust in accordance with the following special provisions:

(1) All income to spouse. The trustee shall pay to or apply for the benefit of the surviving grantor, at least quarterly during his or her lifetime, all of the net income from the Trust.

(2) Principal to Spouse when requested in writing. The trustee shall pay to or apply for the benefit of the surviving grantor such amounts, without

limitation, from the principal of the Trust as he or she may at any time request in writing.

(3) Principal to Spouse in Trustee's discretion. The trustee may also distribute to or for the benefit of the surviving grantor as much of the principal of the Trust as the trustee, in its sole and absolute discretion, shall consider necessary or advisable for the education, health, maintenance, and support of the surviving grantor.

(4) Surviving Spouse's General Power of Appointment. The surviving grantor shall have the unlimited and unrestricted general power to appoint, by a valid Last Will and Testament or by a valid Living Trust agreement, the entire principal and any accrued and undistributed net income of the Trust as it exists at the first grantor's death. In exercising this general power of appointment, the surviving grantor shall specifically refer to this power. The surviving grantor shall have the sole and exclusive right to exercise the general power of appointment. This general power of appointment specifically grants to the surviving grantor the right to appoint property to his or her own estate and to or among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as he or she may elect. At the death of the surviving grantor, the unappointed balance or remainder of the Trust shall then be distributed according to the terms of Article VII.

ARTICLE VII

Residuary Disposition of Trust Assets

A. Upon the death of the last of us to die and after providing for the payments, if any, required by the previous articles, the entire remaining balance of the trust principal including any and all assets received from the pour-over provisions of our Last Will and Testaments shall be distributed to our two children, KIMBERLY DENISE YORK ELLIS, and MELISSA KAYE YORK, in equal shares, per stirpes.

If one of our named children predeceases us, then the share of such child shall be divided equally among the deceased child's surviving children. If one of our named children predeceases us with no surviving children, then the share of the deceased child shall be added to the share of our surviving child, per stirpes.

If any beneficiary is a grandchild or more remote descendant taking the share of their parent by representation, (per stirpes) and has not reached the age of twenty-five (25) years, then in such case, our hereinafter named Trustee is directed to hold, manage, and direct such share for the benefit of said beneficiary and may make periodic distributions, where necessary in the sole discretion of the Trustee, for such beneficiary's health, education, maintenance and support, from time to time, and may incorporate any income not so disbursed into the principal of his/her fund. The term "education" includes, but is not limited to, private schooling at the elementary and secondary levels, college, graduate and professional education, and specialized or vocational training.

Upon such beneficiary's twenty-fifth (25th) birthday, the Trustee shall distribute the pro rata remaining balance, in fee simple, to that beneficiary.

B. If any trust created hereunder shall violate any applicable rule against perpetuities, accumulations, or any similar rule or law, our Trustee is required to terminate such trust on the last date allowed by such rule or law and thereupon the property held in trust (or such part thereof) which would violate such rule or law shall be distributed to the then income beneficiaries of the trust, per stirpes, notwithstanding any provisions of the trust to the contrary.

C. Neither the principal nor income of the trust created in this Trust shall be pledged, assigned, transferred, conveyed, sold or in any manner whatsoever accelerated, anticipated, or encumbered by any beneficiary, nor shall any income or corpus of said trust be in any manner subject or liable in the hands of my Trustee for the debts, contracts, torts, or engagements of any beneficiary or be subject to any assigned or any other voluntary or involuntary alienation or disposition whatever. But in all distributions of income, principal, or corpus, the same shall be paid only to the beneficiary entitled and upon the receipt of such beneficiary or to others for said beneficiary's benefit as provided herein.

ARTICLE VIII

Alternate Distribution if Entire Family Deceased

If there is no person entitled to receive all or any part of the trust property after the death of both grantors under the above provisions of this trust agreement, then the trust property shall be distributed to ST. JUDE CHILDREN'S RESEARCH HOSPITAL, Memphis, Tennessee.

ARTICLE IX

Payments to or for the Benefit of Disabled Beneficiaries

Payment of any property under this trust to a beneficiary who is a minor, or who is under some other legal, mental, or physical disability, may be made by the trustee directly to such beneficiary or may be made to such beneficiary's conservator or legal guardian in whatever jurisdiction appointed, or to a custodian for the beneficiary's benefit under the applicable state Uniform Transfer to Minors Act; or to the trustee of a trust with provisions for the care and support of such beneficiary; and the receipt of the one to whom payment is made shall be a full release and discharge in respect of any property so paid or applied, even though the recipient may be a trustee hereunder. Further, the trustees shall be authorized to make any payments of income or principal to third parties for the benefit of any beneficiary who would be entitled to receive cash payments directly. However, it is the Grantors' intention that a beneficiary's interest in any trust created hereunder shall in no way affect his or her entitlement to any disability benefits, governmental benefits (including Social Security benefits, Medicare and Medicaid), or benefits from any private agency providing services or benefits to elderly, handicapped or disadvantaged persons. Rather, it is the Grantors'

intention that the assets of a trust shall be used only to supplement all such benefits available to the beneficiary. However, nothing herein shall be construed to prevent the payment of all the income to the surviving grantor in any event.

ARTICLE X

Trust as the Beneficiary of a Qualified Plan or Account

In addition to all other distributions required or permitted by this trust, if this trust is the beneficiary of a plan or account qualified under Section 401 of the Internal Revenue Code, the trustee is to make the minimum distributions to the trust beneficiary in the amount and manner required by Section 401(a)(9) of the Code and any other applicable provision of the Code.

ARTICLE XI

Successor Trustee

Upon the death of the first of us to die, or if one of us is removed for disability or voluntarily relinquishes the position of Trustee, the surviving spouse shall continue all the terms and purposes of the Trust as Successor Trustee. If that remaining spouse fails or ceases to act as Trustee hereunder for any reason, then we hereby nominate and appoint our daughters, KIMBERLY DENISE YORK ELLIS and MELISSA KAYE YORK, as Alternate Successor Co-Trustees. If one of them is unable or unwilling to act as trustee, then the remaining Co-trustee shall serve as the sole Trustee.

No bond is required, and is expressly waived, for any Trustee declared or named under this instrument. Any Trustee serving under this instrument may resign at any time by giving written notice of the resignation to any successor Trustee or to the person having power to appoint a Successor Trustee or to the Court having Jurisdiction to appoint a successor Trustee. Any Trustee who shall serve shall be entitled to reasonable compensation for such services, commensurate with comparable charges for similar services made from time to time by corporate Trustees in the geographic area in which the trust has its principal situs for administration. Our Trustee shall also be entitled to reimbursement for expenses necessarily incurred in the management and administration of the trust.

The initial Trustee and any successor Trustee hereby specifically indemnifies and holds harmless any third party with whom the Trustee enters into transactions for the benefit of trust beneficiaries entered into in good faith.

ARTICLE XII

Powers, Duties and Privileges of Trustee

We authorize our Trustee in the exercise of reasonable discretion with respect to all property, real and personal, at any time forming part of our trust, to exercise any or all the powers set forth in Mississippi Code of 1972 Annotated, Section 91-9-107, to the extent applicable, all of which provisions

and powers are incorporated herein by reference as fully as if copied verbatim.

(a) Such power may be exercised independently and without prior or subsequent approval of any court or judicial authority, and no person dealing with our Trustee shall be required to inquire into the propriety of said Trustee's actions.

(b) Power is granted to the trustee, not only to relieve it from seeking judicial instruction, but to the extent that the Trustee deems it to be prudent, to encourage determinations freely to be made in favor of persons who are the current income beneficiaries, particularly with respect to support, maintenance and medical needs. In such instances, the rights of all subsequent beneficiaries are subordinate, and the Trustee shall not be answerable to any subsequent beneficiary for anything done or omitted in favor of a current income beneficiary, but no current income beneficiary may compel any such favorable or preferential treatment. Without in any way minimizing or impairing the scope of this declaration of intent, it includes investment policy, exercise of discretionary power to pay or apply principal and income, and determination of principal and income questions.

(c) In dealing with the Trustee, no grantee, vendee, mortgagee, pledgee, lessee, or other transferee, of any Trust properties, or any part thereof, shall be bound to inquire with respect to the purpose or necessity of any such disposition or to see to the application of any consideration therefor paid to the Trustee.

(d) The Trustee is expressly authorized to purchase and to sell and convey real estate owned by the Trust and to place mortgages on Trust real estate; and to invest in all manner of certificates of deposit, stocks, margin accounts, bonds and other securities as well as the authority to retain and continue any investment or business venture made or begun by the grantor(s). The trustees shall be authorized to employ and to pay from trust assets the reasonable compensation of such accountants, attorneys, investment counselors and other agents and professionals as the trustees deem advisable for the proper administration of the trust. All powers granted herein shall be exercised in a fiduciary capacity solely in the best interest of this trust and its beneficiaries and no person dealing with the trustees shall be bound to see to the application or disposition of cash or other property transferred to the trustees or to inquire into the authority for or propriety of any action by the trustees.

The trustee shall be authorized to retain, without liability, any investment which may become part of the principal created hereunder and to make such investments (including bona fide loans to a grantor's estate upon such terms and security as the Trustee may determine) and reinvestments and in such proportions, without limitation to what are known as legal investments, as the trustee shall, in its discretion, consider beneficial to the trusts created hereunder.

The trustee is authorized to consent to or participate in any plan for the liquidation, consolidation, merger or reorganization of any corporation of any security which is held in this trust.

The trustee is authorized to borrow money for any purpose, from any source, and secure the repayment of any amount so borrowed by mortgage or pledge of any property.

The trustee is authorized to register securities and other property held by the trustee in the name of a nominee or in bearer form.

The trustee is authorized to vote by proxy, discretionary or otherwise, or to give its consent for any purpose in respect to any stocks or other securities, or to exercise or sell any rights of subscription or other rights.

The trustee is authorized to cause any distribution share to be composed of cash, property and undivided fractional shares in property different in kind from any other share.

The trustee is authorized to compromise claims by or against the trust, without order of Court or consent of any beneficiary.

The trustee is authorized to execute and deliver all instruments of writing for the exercise of any of the trustee's powers.

The trustee is authorized to merge this trust with any other trust of the grantor having substantially similar terms.

The trustee is authorized to enter into any legal agreement necessary to effectuate the purposes of this trust including, but not limited to, entering into split-dollar agreements with any corporation or business enterprise.

The foregoing powers are intended to be illustrative of the broad powers granted to the trustee and not an exclusive list. All powers granted herein shall be exercised in a fiduciary capacity solely in the best interest of this trust and its beneficiaries and no person dealing with the trustee shall be bound to see to the application or disposition of cash or other property transferred to the trustee or to inquire into the authority for or propriety of any action by the trustee. All powers granted herein may be exercised by the trustee without the necessity of notice or approval of any court or person.

ARTICLE XIII

Concerning the Trustee and this Trust

If at any time the Trustee shall have reasonable doubt as to its power, authority or duty in the administration of the Trust created, it shall be lawful for the Trustee to obtain the advice and counsel of reputable legal counsel without resorting to the courts for instruction; and the trustee shall be fully absolved from all liability and damage or detriment to the trust estate or any beneficiary thereunder by reason of anything done, suffered or omitted pursuant to advice of said counsel given and obtained in good faith, provided that nothing contained herein shall be construed to prohibit or prevent the trustee in all proper cases from applying to a court of competent jurisdiction

for instruction in the administration of Trust assets in lieu of obtaining advice of counsel.

(a) In managing, investing and controlling the Trust, the Trustee shall exercise the judgment and care under the circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, and in addition, the purchasing power of income distribution to beneficiaries.

(b) So long as the Trustee shall act in good faith and reasonable business prudence, it shall not be liable for any loss or damage to the Trust estate or the beneficiaries thereof by reason of any error of judgment or discretion.

ARTICLE XIV

Provisions Relating to Environmental Hazards

(a) Trustee's Power to Deal with Environmental Hazards. The trustee shall have the power to use and expend the Trust income and principal to:

1. conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder;

2. take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder;

3. institute legal proceedings concerning environmental hazards, or contest or settle legal proceedings brought by any local, state or federal agency concerned with environmental compliance, or by a private litigant;

4. comply with any local, state or federal agency order or court order directing an assessment, abatement or clean-up of any environmental hazards; and

5. employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.

Any expenses incurred by the Trustee under this Sub-Paragraph

(a) may be charged against income and/or principal as that Trustee may determine.

(b) Disclaimer. To disclaim, in whole or in part, any interests in property for any reason, including but not limited to, a concern that such property could cause potential liability under any federal, state or local governmental law.

(c) Trustee's Right to Refuse Contributions. To refuse to receive any property, real, personal, or mixed, in any event that would otherwise be added to the trust, from any person or entity by lifetime or testamentary transfer or otherwise; provided, however, that the trustee, in its sole discretion, may require, as a prerequisite to accepting property, that the donating party provide evidence satisfactory to the Trustee that (i) the property is not contaminated by any hazardous or toxic materials or substances; and (ii) the property is not being used and has never been used for any activities directly or indirectly involving the generation, use treatment,

storage, disposal, release, or discharge of any hazardous or toxic materials or substances.

(d) Exoneration of Trustee. No Trustee shall be liable for any loss or depreciation in value sustained by the trust as a result of the Trustee retaining any property upon which there is later discovered to be hazardous materials or substances requiring remedial action pursuant to any federal, state, or local environmental law, unless the Trustee contributed to the loss or depreciation in value through willful default, willful misconduct, or gross negligence.

(e) Indemnification of Trustee Upon Distribution. Notwithstanding any contrary provision of this instrument, the Trustee may withhold a distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustee against any claims filed against the trustee as an "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended, or any regulation thereunder.

ARTICLE XV

Dissolution of Marriage

If the grantors' marriage is dissolved by divorce or annulment, each grantor shall be deemed to have predeceased the other for purposes of distributions under this trust. It is the intent of the grantors that their respective property held in this trust shall not be used for the benefit of the other grantor upon the dissolution of the grantors' marriage by divorce or annulment.

ARTICLE XVIInterpretation of Instrument

For all purposes, this instrument shall be construed according to the laws of the State of Mississippi in force at the time that the need for any interpretation arises. If any provision of this instrument should be held invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.

ARTICLE XVIIProvision for Premature Termination of Trusts

In addition to any other powers conferred upon any Trustee or Successor Trustee hereunder, Grantor further confers upon such Trustee and any Successor Trustee the power and discretion to terminate the trust or trust share for any beneficiary hereunder, should the Trustee or Successor Trustee, in the exercise of sound fiduciary discretion, determine that it would not be economically feasible or that there is any other proper cause for the early termination of the trust or trust share, but no beneficiary or anyone else may compel the Trustee to make such determination, and should such Trustee make such determination in good faith, the Trustee shall not be held liable to anyone for such action.

ARTICLE XVIIIAdditional Property


The Grantors retain the right to contribute additional property to the Trust whether it be personal property or real estate, by inter vivos or

testamentary conveyance or bequest. The Trustee is further authorized and empowered to accept contributions of additional property to the Trust from anyone else, as well, subject to the limitations set forth herein.

IN WITNESS WHEREOF, the Grantors have hereunto executed this Agreement, consisting of this and twenty-one (21) preceding pages and the said Trustees, in acceptance of the terms and provisions hereto, have duly executed this Agreement, all as of the day and year first above written.

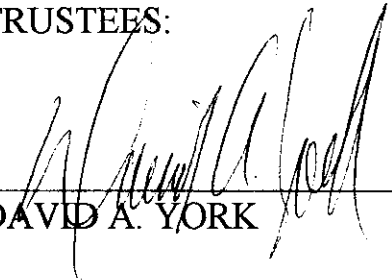
GRANTORS:



DAVID A. YORK

EDNA C. YORK

TRUSTEES:



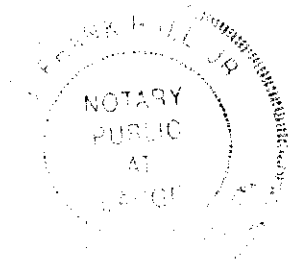
DAVID A. YORK

EDNA C. YORK

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, a Notary Public in and for said State and County, DAVID A. YORK and EDNA C. YORK, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 12th day of
December, 1997.



NOTARY PUBLIC

My commission expires:

My Commission Expires 12-15-1999

EXHIBIT "A" SCHEDULE OF PROPERTY

This schedule is attached to and forms a part of that certain Revocable Living Trust executed by DAVID A. YORK and EDNA C. YORK known as the DAVID A. & EDNA C. YORK REVOCABLE TRUST dated December 12, 1997, and identifies the initial trust property held subject to that trust.

G P Advisory Trust Drapco
LLC
Jason L. Peoples
376 S. Perkins EXT D
Memphis, TN #200
38117

901 843-1190 ext. 22

CERTIFICATION OF TRUST

TO WHOM IT MAY CONCERN: In consideration of your opening and/or maintaining accounts for the Trust named below, the undersigned certifies as follows:

1. The name of the Trust to which this Certification applies is THE DAVID A. & EDNA C. YORK REVOCABLE TRUST, dated 12-12, 1997. The trust identification number is _____.

2. The date of the latest Trust Amendment is: N/A

3. The Grantors are: DAVID A. YORK and wife, EDNA C. YORK.

4. The current Trustees are: DAVID A. YORK and EDNA C. YORK, Co-trustees.

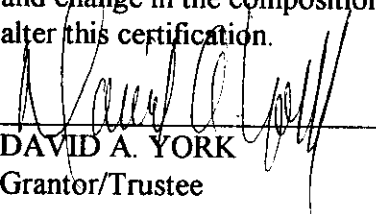
5. The Successor Trustees are: (1st) the surviving grantor; (2nd) KIMBERLY DENISE YORK ELLIS and MELISSA KAYE YORK, Co-trustees; (3d) As stated in the trust agreement.

6. You are authorized to accept orders and other instructions from any of the Trustees or Successor Trustees.


7. All Trustees (including successors) have the power under the Trust and applicable law to enter into all types of transactions, including but not limited to purchases and sales.

8. The trust agreement indemnifies and holds you harmless from any liability for effecting transactions at the request of any of the trustees or any of the successor trustees named above.

9. The undersigned agrees to inform you in writing of any amendment to the trust, and change in the composition of the Trustees or any other event which could materially alter this certification.



DAVID A. YORK
Grantor/Trustee



EDNA C. YORK
Grantor/Trustee

STATE OF TENNESSEE, COUNTY OF SHELBY

Sworn to and Subscribed before me this the 12 day of
December, 1997.



NOTARY PUBLIC

My commission expires:

My Commission Expires Feb. 13, 2001

